

APR 29 2005

RE: Account Number: 416510 CHARLENE J. KENNEDY, CLERK Bankruptcy Number: 04-05853
BY DEPUTY

Reaffirmation Agreement

MICHAEL J. & CONNIE E. WINN, Debtor(s), hereby reaffirm(s) he indebtedness due VANDERBILT MORTGAGE AND FINANCE, INC, Creditor, and agree(s) to comply with all the terms set forth in the instruments on which the indebtedness is based, including all scheduled payment changes and all escrow agreements, if any, that are part of the instruments' pre-petition terms and agree(s) to pay the Creditor the sum of \$46,348.71, the present balance due, plus interest at the rate set forth in the instruments plus \$0.00 attorney's fees, all of which is payable at the monthly rate according to the contract attached hereto. Thereafter, monthly payment amounts may change, as required by any provision(s) of the pre-petition contract between parties.

It is agreed and understood as follows:

1. This agreement will not be enforceable until the requirements of the 11 U.S.C. §524 (c) and (d) have been met.
2. This agreement may be rescinded by Debtor (s) at any time prior to discharge or within sixty (60) days after this Reaffirmation Agreement is filed with the Court, whichever occurs later, by giving notice of the rescission to Creditor.
3. If the debt being reaffirmed is secured by any collateral, then it is agreed that the Debtor(s) shall, during the interim period until the Agreement is enforceable, and thereafter, remaining possession of the collateral, which collateral is described in the instruments previously executed. Without limiting Creditor's other rights set forth in the instruments previously executed, Creditor immediately upon (a) failure of the Debtor(s) to furnish sufficient proof of insurance, make each payment when due or otherwise fail to comply with any term of this agreement or any term of the instruments previously executed or (b) rescission of this agreement prior to its becoming enforceable. No agreement of the Debtor(s) herein shall be inconsistent with the rights of the Debtor(s) under the instruments previously executed. If there is any inconsistency, such inconsistency shall be deemed reformed to give effect to Debtor(s) rights.
4. If this agreement is rescinded, Debtor(s) agree(s) that Creditor shall retain all payments made prior to rescission.
5. The Debtor(s) agree(s) that this Agreement represents a fully informed and informed voluntary agreement by the Debtor(s), that it has been executed prior to discharge of Debtor(s), that it does not impose an undue hardship on Debtor(s), and that this Agreement will be effective unless rescinded by the Debtor(s).

#416510
PWS

RE: Account Number: 416510

Bankruptcy Number: 04-05853

Executed the dates set forth below.

"THIS AGREEMENT IS NOT REQUIRED UNDER TITLE 11 OF THE U.S CODE,
UNDER NON-BANKRUPTCY LAW, OR UNDER ANY AGREEMENT NOT IN
ACCORDANCE WITH THE REOVISIONS OF 11 U.S.C
§524 (C) (2)."

✓ Michael Wein
Debtor
4/20/05
Date

✓ Michael Wein
Debtor
4/20/05
Date

Vanderbilt Mortgage and Finance, Inc.
Creditor

Richard Michael
Legal Accounts Representative

"I have fully advised the Debtor(s) of the legal effect and consequences of an Agreement of this kind and of any default under such an Agreement. I am the attorney for the Debtor(s) in connection with the bankruptcy proceeding referenced above."

"I hereby declare that I represented Debtor(s) during the negotiation of the agreement, and it represents a fully informed and voluntary agreement by Debtor(s) and does not impose an undue hardship on Debtor(s) to the best of my knowledge and belief."

Robert M. McRaney, Jr.
Counsel for Debtor(s)

3-15-05
Date

Vanderbilt Mortgage and Finance, Inc.
7800 McCloud Rd.
Post Office Box 27081
Greensboro, NC 27423-7081



Vanderbilt MORTGAGE AND FINANCE, INC.

Mailing Address: P.O. Box 27081 • Greensboro, NC 27425
Street Address: 7800 McCloud Road, Greensboro, NC 27409
Phone: (336) 664-2400 • Fax: (336) 232-7706 • Toll Free: 1-800-970-7250

Date: April 26, 2005

**U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI
FILED**

APR 29 2005

U.S. Bankruptcy Court

RE: Michael J and Connie E Winn
Case No. 04-05853

**CHARLENE J. KENNEDY, CLERK
BY _____ DEPUTY**

Enclosed you will find a Reaffirmation Agreement on the above-mentioned bankruptcy. Please file the agreement and forward a copy of the filed Reaffirmation Agreement to Vanderbilt Mortgage. For your convenience, a stamped, self-addressed envelope is enclosed.

Should there be a fee for this service, please let me know and I will remit it promptly.

Sincerely,

VANDERBILT MORTGAGE AND FINANCE, INC.

Penny Stelljes
Legal Accounts Representative